**BRUHATH BENGALURU MAHANAGARA PALIKE**
**N. R. SQUARE, BANGALORE-560002.**

# REQUEST FOR PROPOSAL FOR PROVIDING INTERNET SERVICES TO NAMMA CLINICS OF BBMP ON OUTSOURCED BASIS

## BY INTERESTED NGO/FIRM/ORGANISATIONS

Tender Reference Number: BBMP/2024-25/SE1070

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## REQUEST FOR PROPOSAL (RFP) SCHEDULE

| | | |
|---|---|---|
| 1. RFP Reference No. | : | BBMP/2024-25/SE1070 |
| 2. Date of Commencement of Download of RFP Document from Karnataka Public Procurement portal http://kppp.karnataka.gov.in | : | From 13/11/24 onwards |
| 3. Last Date and Time for uploading Online Queries[1] in Karnataka Public Procurement portal | : | up to 16/11/24 5:00 PM |
| 4. Date and Time of Pre-bid Meeting | : | 16/11/24 at 11:00 AM at the following venue:<br>Office of the CHO Ground Floor, Annexe-3 Building Bengaluru-560002. |
| 5. Last Date and Time for uploading of RFP in Karnataka Public Procurement portal | : | up to 27/11/24 5:00 PM |
| 6. Date and Time of Online Opening of RFP Applications in Karnataka Public Procurement portal | : | 28/11/24 5:10 PM |
| 7. Place of Opening of RFP Applications | : | Online at Karnataka Public Procurement portal |
| 8. Address for Communication | : | Chief Health Officer (Public Health),<br>Office of the CHO Ground Floor, Annexe-3 Building Bengaluru-560002. Email: choph515@gmail.com<br>080-22975516 |

[1]Only Online Queries through eProcurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

# SECTION I – LETTER OF INVITATION

**BRUHATH BENGALURU MAHANAGARA PALIKE**

- **RFP No.:** BBMP/2024-25/SE1070 **Date:** 13/11/24

Dear service providers,

1. BBMP CHO(PH) invites Proposals through Karnataka Public Procurement portal (two cover system) for, **REQUEST FOR PROPOSAL FOR PROVIDING INTERNET SERVICES TO NAMMA CLINICS OF BBMP ON OUTSOURCED BASIS**, for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference.
2. The RFP is open to all service providers, who meets the eligibility criteria.
3. The RFP includes the following documents:
   3.1. Section 1 - Letter of Invitation
   3.2. Section 2 - Information to Service Provider
   3.3. Section 3 - Technical Proposal - Standard Forms
   3.4. Section 4 - Financial Proposal - Standard Forms
   3.5. Section 5 - Terms of Reference
   3.6. Section 6 - Standard Form of Contract.
4. The Financial Proposal of the Service Providers who are technically qualified/responsive will only be opened through Karnataka Public Procurement portal.

Yours sincerely,

CHO (PH)
BRUHATH BENGALURU MAHANAGARA PALIKE

# SECTION II – INFORMATION TO SERVICE PROVIDER (ITC)

## 1. Introduction

1.1. The BBMP CHO (PH) invites Proposals through Karnataka Public Procurement portal (two cover system) for **REQUEST FOR PROPOSAL FOR PROVIDING INTERNET SERVICES TO NAMMA CLINICS OF BBMP ON OUTSOURCED BASIS**, for a period of 12 months, which may be extended by another 12 months based on performance. The RFP is open to all service providers. The service providers will be selected under Least Cost Selection (LCS) procedures described in this RFP.

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the RFP schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is GOK's policy to require that Service Provider observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1.2. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above para.

1.6. The Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

1.7. Earnest Money deposit or Bid security

1.7.1. The Service Provider shall furnish Bid Security.

1.7.2. The Bid Security shall be paid in the Karnataka Public Procurement portal using any of the following payment modes:

a) Credit Card

b) Direct Debit

c) National Electronic Funds Transfer (NEFT)

d) Over the Counter (OTC). The OTC payment facility shall be available at designated ICICI bank branches for making payments from the dates of notification of IFB.

1.7.3. Confirmation of the receipt of the Bid processing fee and Bid Security in Government of Karnataka central pool A/c held at ICICI Bank shall be verified. If an acceptable Bid Security is not received then the e-Procurement portal will not allow the bidder to submit its bid. If bidder has not paid EMD bid will be rejected.

1.7.4. The Bid Security of unsuccessful Bidders will be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security.

1.7.5. The Bid Security may be forfeited:

a) if a Bidder

i) withdraws its bid during the period of bid validity specified by the Bidder on the Technical Bid Submission Form and extension of bid validity thereof;

b) if the successful Bidder fails to:

i) sign the Contract;

ii) Furnish a Performance Security.

1.7.6. EMD is not Exempted for MSME/SSI as per govt order FD/295/exp/12/2019 Dt 26/3/2019.

## 2. Clarification and Amendment of RFP Documents

2.1. Clarifications on the RFP may be uploaded online in Karnataka Public Procurement portal as per the RFP Schedule. Only Online Queries through Karnataka Public Procurement portal will be accepted. Queries sent through letters, emails or any other mode will not be entertained.

2.2. At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be uploaded in the Karnataka Public Procurement portal only. The Client may at its discretion extend the deadline for the submission of Proposals.

## 3. Preparation of Proposal

3.1. Service Provider are requested to submit a Proposal written in the English language.

### Technical Proposal

3.2. In preparing the Technical Proposal, Service Provider are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3. While preparing the Technical Proposal, Service Provider must give particular attention to the following:

3.3.1. Service Provider Should not associate with the other Service Providers for this Assignment (Joint venture is not allowed for this tender).

3.3.2. This clause is deleted.

3.4. The Technical Proposal should provide the following information using the attached Standard Forms and documents stated below in the table, all the documents are mandatory, if one of the document is not uploaded bid will be rejected:

| **Sl.no** | **Documents** |
|---|---|
| **1.** | Earnest Money Deposit Rupees 82,800/- |
| 2. | GST registration certificate. |

| | |
|---|---|
| 3. | Certificate of Incorporation in case of Private Limited / Public Limited |
| 4. | Annual Turnover statement of 3 years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. Bidder should have average annual turnover of Rs 41,40,000/- in any one the last 3 financial years i.e 2020-21, 2021-22, 2022-23. |
| 5. | Affidavit as per format enclosed. |
| 6. | Previous work Orders or invoices for providing similar internet services for Rs 41,40,000/- in any one of the 3 financial years, i.e., 2021-22, 2022-23, 2023-24. |
| 7. | Details of the existing contracts |
| 8. | Satisfactory Performance Certificate / Letter for providing similar internet services for Rs 41,40,000/- in any one of the 3 financial years, i.e., 2021-22, 2022-23, 2023-24 |
| 9. | Detailed proposed work plan and methodology, on how they are going to providing internet services to all namma clinics of BBMP. |
| 10. | Technical Proposal Submission Form |
| 11. | Details of Service Provider |
| 12. | TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE. |

**Note: Original/notarized documents to be submitted for verification if intimated.**

3.5. The Technical Proposal shall not include any financial information.

## Financial Proposal

3.6. Bidder should quote rate per month per namma clinic for the following internet services:

- Internet speed: 300 Mbps speed
- Speed after usage 4 MBPS.
- Data usage- 4000 GB.
- Network type- 4G/5G.
- Data benefit- unlimited.
- Service provider shall provide free WIFI router and also provide free installation at identified locations of all namma clinics of BBMP in eight zones, also provided free services. No additional Payments will be made for installation and router

3.7. The Proposals must remain valid for 90 days after the submission date. The Client will make its best effort to complete negotiations

within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

## 4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be uploaded online in the Karnataka public Procurement portal http://kppp.karnataka.gov.in. The bidder shall upload the proposals in the Karnataka public Procurement portal on or before the due date and time specified in the RFP Schedule.

4.2. The Technical Bids will be opened online in the Karnataka public Procurement portal on the date and time as specified in the RFP Schedule. The Financial Proposal shall remain encrypted in the Karnataka public Procurement portal.

## 5. Proposal Evaluation

### General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the RFP. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

5.2. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

### Evaluation of Technical Proposals

5.3. The evaluation committee appointed by the Client evaluates the proposals. All the documents should be uploaded mandatorily; if any one of the documents is not uploaded then bid will be rejected.

| **Sl.no** | **Documents** |
|---|---|
| **1.** | Earnest Money Deposit Rupees 82,800/- |
| 2. | GST registration certificate. |
| 3. | Certificate of Incorporation in case of Private Limited / Public Limited |
| 4. | Annual Turnover statement of 3 years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. Bidder should have average annual turnover of Rs 41,40,000/- in any one the last 3 financial years i.e 2020-21, 2021-22, 2022-23. |
| 5. | Affidavit as per format enclosed. |
| 6. | Previous work Orders or invoices for providing similar internet |

| | |
|---|---|
| | services for Rs 41,40,000/- in any one of the 3 financial years, i.e., 2021-22, 2022-23, 2023-24. |
| 7. | Details of the existing contracts |
| 8. | Satisfactory Performance Certificate / Letter for providing similar internet services for Rs 41,40,000/- in any one of the 3 financial years, i.e., 2021-22, 2022-23, 2023-24 |
| 9. | Detailed proposed work plan and methodology, on how they are going to providing internet services to all namma clinics of BBMP. |
| 10. | Technical Proposal Submission Form |
| 11. | Details of Service Provider |
| 12. | TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE. |

a) If bidder fails to upload any of these documents bid will be rejected.

b) All documents to be uploaded on Karnataka public procurement portal only and physical submission of documents at a later date or on verification day will not be entertained

**Opening and Evaluation of Financial Proposals; Ranking**

5.4. After the technical evaluation is completed, the Client will reject the bid or were considered non-responsive to the RFP and Terms of Reference, as rejected. The Client shall open those financial bids in the Karnataka public Procurement portal, who have qualified, in the technical evaluation.

5.5. The financial bids shall be opened online in the Karnataka public Procurement portal.

5.6. The Client will select the bidder who has quoted lowest rate per month per connection.

5.7. If multiple bidders quote the same rate, then in the presence of all the qualified bidders, lottery method will be followed to finalize the L1 bidder, this will be final and binding.

5.8. The selected Service Provider will be invited for negotiations if required.

## 6. Negotiations

6.1. Negotiations will be held at the address indicated in the RFP schedule. The aim is to reach agreement on all points and sign a contract.

6.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract. If negotiations fail, the

Client will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

## 7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Service Provider on the shortlist that they were unsuccessful and return the Financial Proposals of those Service Provider who did not pass the technical evaluation.

7.2. The Service Provider is expected to commence the Assignment from December 2024.

## 8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

## 9. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, without any change in unit price or other terms and conditions.

## 10. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers

## 11. Bidders will be debarred as per the KTPP act.

## 12. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

## 13. Period of Validity of Tenders

13.1Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request

and the responses thereto shall be made in writing. The earnest money deposit provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

# SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

# 1. Technical Proposal Submission Form

*[To be submitted on company letter head]*

To, Date:
..../..../.....

CHO PH,
BBMP.

Sir/madam,

**RFP Ref. No.** **……**

**Subject:** **Technical Proposal for ……**

We, the undersigned, offer for----------, for the above in accordance with your Request for Proposal vide no. …… dated ..../..../..... We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 2. Details of Service Provider'

| Sl. | Particulars | Details | | | | |
|---|---|---|---|---|---|---|
| **1.** | Company Name | | | | | |
| 2. | Address of Registered Office | | | | | |
| 3. | Contact Details | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| 4. | Director / CEO details | Name | | | | |
| | | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| 5. | Authorized Signatory for this RFP | Name | | | | |
| | | Landline | | | | |
| | | Mobile | | | | |
| | | Fax | | | | |
| | | Email | | | | |
| | | [Bidder should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this RFP] | | | | |
| 6. | Branch Offices | Sl. | City | State | Address | Landline |
| | | 1. | | | | |
| | | 2. | | | | |
| 7. | Total Number of Staff Employed on bid submission | Sl. | Designation | | No of Staff Employed | |
| | | 1. | | | | |

| Sl. | Particulars | Details | | |
|---|---|---|---|---|
| | date | 2. | | |
| | | | Total | |

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 3. Description of the methodology and work plan for performing the assignment

The Service provider should submit detailed proposed work plan and methodology, on how they are going to provide to internet services to all namma clinics of BBMP.

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |
| Company Seal: | |

## 4. Format of Annual Turnover Statement

*[To be printed on letter head of Chartered Accountant.]*

*[Should be duly signed and certified by Chartered Accountant]*

The Annual Turnover of M/s _____ during the past five years is given below.

| **Sl.** | **Financial Year** | **Turnover (in Crores)** |
|---|---|---|
| **1.** | 2020-21 | |
| 2. | 2021-22 | |
| 3. | 2022-23 | |

We certify that the above turnover statement is true and correct.

| | |
|---|---|
| Signature of Chartered Accountant | |
| Seal of Chartered Accountant | |
| Registration Number | |
| Name of Chartered Accountant | |
| UDIN | |
| Date | |
| Place | |

## 5. Format of Affidavit

*[To be submitted by bidder's authorized person on Stamp Paper of Rs. 100/-]*

*[The affidavit shall be notarized]*

AFFIDAVIT

This affidavit is executed by M/s ..... on day ____, Year ____, having its registered office at ..... .....for the Request for Proposal of invited by -----, BRUHATH BENGALURU MAHANAGARA PALIKE for ..... vide reference no. ..... dated ..../..../.....

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. ..... is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

## 6. Details of the existing contracts

| | Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned | Details regarding the contract | Value of Contract (Rs.) | Duration of Contract | |
|---|---|---|---|---|---|
| | | | | **From** DD/MM/YY | **To** DD/MM/YY |
| A | | | | | |
| B | | | | | |
| C | | | | | |
| | Additional information, if Any | | | | |

The above format may be used to provide requisite details.

| | |
|---|---|
| Authorized Signature: | |
| Name: | |
| Title: | |

| | |
|---|---|
| Company Seal: | |

# SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

## 1. Financial Proposal Submission Form

## (Not Used)

**(NOTE: The rates should be quoted in Karnataka public procurement portal only.)**

# SECTION V – TERMS OF REFERENCE

## 1. Background

The RFP is being published for outsourcing to provide internet services to 230 namma clinics of BBMP.

## 2. Concise Statement of Objectives

This RFP is being published to appoint the service provider for outsourcing to provide the internet services to 230 namma clinics of BBMP, for a period of 12 months, extendable by another 12 months based on the performance.

## 3. An Outline of the Tasks to be Carried Out (scope of work)

- The Service Provider should provide internet services to 230 namma clinics of BBMP with following terms:
- Internet speed: 300 Mbps speed
- Speed after usage 4 MBPS.
- Data usage- 4000 GB.
- Network type- 4G/5G.
- Data benefit- unlimited.
- Service provider shall provide free WIFI router and also provide free installation at identified locations of all namma clinics of BBMP in eight zones, also provided free services. No additional Payments will be made for installation and router
- If any due negligence is observed, then the amount of performance security shall be forfeited and suitable penal actions shall be initiated as per norms.

## 4. Schedule for Completion of Tasks

The Service Provider shall start the services within 7 days from the date of work order.

## 5. Data, Services and Facilities to Be Provided by the Client

None.

## 6. Final Outputs (i.e., Reports, Drawings, etc.) that will be required of the Service Provider

*None*

## 7. Composition of Review Committee to Monitor Manpower Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the CHO PH.

## 8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

The service provider shall maintain a record system to provide readily available information

## 9. List of Positions whose CV and Experience would be evaluated.

None.

# SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

## 1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …… day of the month of ……., 2024, **BETWEEN** on the one hand, …… (hereinafter called the "Client") **AND** on the other hand, …… (hereinafter called the "Service Provider ".

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the RFP document, GCC (General Conditions of Contract), SCC attached to this Contract (hereinafter called the "Services");

B. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) RFP document
   d) Notification of award.
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall collect the payments from the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF

BRUHATH BENGALURU MAHANAGARA PALIKE

FOR AND BEHALF OF

[Name of Service provider]

# 2. General Conditions of Contract

## 2.1. General Provisions

### 2.1.1. Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

### 2.1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

### 2.1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

### 2.1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this RFP.

### 2.1.5. Location

The Services shall be performed at such locations as are specified in the RFP.

### 2.1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the RFP.

### 2.1.7. Taxes and Duties

The Service Provider and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

## 2.2. Commencement, Completion, Modification, and Termination of Contract

### 2.2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

### 2.2.2. Commencement of Services

The Service Provider shall begin carrying out the Services within 7 days after the date the Contract becomes effective.

### 2.2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which may be extended by another 12 months based on the performance.

### 2.2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

### 2.2.5. Force Majeure

#### 1) Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

#### 2) No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 3) Extension of Time

a) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 4) Payments

a) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.2.6. Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the

carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

**2.2.7. Termination**

**1) By the Client**

a) The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and sixty (60) days' in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider (or any of their Members) become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

**2) By the Service Provider**

a) The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider' notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**3) Cessation of Rights and Obligations**

a) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

**4) Cessation of Services**

a) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall

proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

**5) Payment upon Termination**

a) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## 2.3. Obligations of the Service Provider

### 2.3.1. General

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Service Provider or third parties.

### 2.3.2. Conflict of Interest

**1) Service Provider Not to Benefit from Commissions, Discounts, etc.**

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Sub-Service Provider, and agents of either of them, similarly shall not receive any such additional remuneration.

**2) Procurement Rules of Funding Agencies**

a) Deleted.

**3) Service Provider and Affiliates Not to engage in certain Activities**

a) Deleted.

**4) Prohibition of Conflicting Activities**

a) Neither the Service Provider nor their Sub-Service Provider nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

i) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii) after the termination of this Contract, such other activities as may be specified in this RFP.

### 2.3.3. Confidentiality

The Service Provider, their Sub-Service Provider, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 2.3.4. Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

### 2.3.5. Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its Personnel pursuant to this Contract;

b) any other action that may be specified in the RFP.

### 2.3.6. Reporting Obligations

The Service Provider shall submit to the Client the reports and documents specified in Terms of the reference.

### 2.3.7. Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

### 2.3.8. Equipment and Materials Furnished by the Client

Equipment, and other materials made available to the service provider by the Client or purchased by the service provider with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the service provider shall make available to the Client an inventory of such equipment and materials. While in possession of such equipment, and other materials, the Service provider, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value. The service provider should maintain all the equipment and other materials handed over during the agreement in his own expense.

## 2.4. Service Provider' Personnel

### 2.4.1. Description of Personnel

none

### 2.4.2. Removal and/or Replacement of Personnel

1) Except as the Client may otherwise agree, no changes shall be made in the cleaning staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the cleaning staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.
2) If the Client finds that any of the cleaning staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the cleaning staff, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of cleaning staff.

4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.

5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

## 2.5. Obligations of the Client

### 2.5.1. Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate for the prompt and effective implementation of the Services;

### 2.5.2. Services and Facilities

Services as per TOR.

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## 2.6. Payments to the Service Provider

### 2.6.1. Lump Sum Remuneration

The rate finalized in the tender.

### 2.6.2. Contract Price

The rate finalized in the tender.

### 2.6.3. Payment for Additional Services

Nil.

### 2.6.4. Terms and Conditions of Payment

**a)** Service provider shall submit bills every month after certification from Concerned MOs, MOHs, through HOs and submit to CHO. The payment will be made through K2 (KAJANE) to the concerned party.

**b)** No additional payment would be made by BBMP**.**

**c)** In case if there is any dispute regarding the payment for any month the decision of the Chief Commissioner BBMP will be final.

### 2.6.5. Interest on Delayed Payments

Nil.

## 2.7. Settlement of Disputes

### 2.7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 2.7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement and final authority to take the final decision for all the disputes will be Hon'ble Chief Commissioner, BBMP, Bangalore.

### 2.7.3. Place of Jurisdiction

All the matter pertaining to court will be at Civil court Bangalore Jurisdiction only.

## 2.8. Performance Security

a) Within 7 days of Notification of Award, the successful bidder shall furnish Performance Security to the Purchaser shall be for the 5% of the total approved tender amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) The Performance Security shall be in the form of Bank Guarantee/DD drawn in favour of the Client.

c) Discharge of the performance Security shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

d) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

## 2.9. Risk Clause

The Service provider shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BBMP from the Contractor Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP.

b. The service provider or its representative/s shall meet BBBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

c. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

d. Training on behavior aspects and ethics must be done regularly.

e. Licenses if any required for services at the site will be procured by the service provider.

f. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

g. The service provider should have insurance facility of the 110% of contract value including tax.

## Checklist for Documents to be submitted

*[IMPORTANT NOTICE: The following checklist of documents should be submitted by the bidder in this bid. The following list is only an illustrative list and not the complete list of documents. Bidders may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the RFP document and in clear & readable format, before the RFP due date and time, then the bid submitted by the bidder shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the RFP due date and time. Therefore, the bidders are requested to read the RFP document carefully and submit/upload the complete list of documents as required in the RFP document.]*

| **Sl.no** | **Documents** |
|---|---|
| **1.** | Earnest Money Deposit Rupees 82,800/- |
| 2. | GST registration certificate. |

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| | |
| 3. | Certificate of Incorporation in case of Private Limited / Public Limited |
| 4. | Annual Turnover statement of 3 years 2020-21, 2021-22, 2022-23 certified by Chartered Accountant. Bidder should have average annual turnover of Rs 41,40,000/- in any one the last 3 financial years i.e 2020-21, 2021-22, 2022-23. |
| 5. | Affidavit as per format enclosed. |
| 6. | Previous work Orders or invoices for providing similar internet services for Rs 41,40,000/- in any one of the 3 financial years, i.e., 2021-22, 2022-23, 2023-24. |
| 7. | Details of the existing contracts |
| 8. | Satisfactory Performance Certificate / Letter for providing similar internet services for Rs 41,40,000/- in any one of the 3 financial years, i.e., 2021-22, 2022-23, 2023-24 |
| 9. | Detailed proposed work plan and methodology, on how they are going to providing internet services to all namma clinics of BBMP. |
| 10. | Technical Proposal Submission Form |
| 11. | Details of Service Provider |
| 12. | TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE. |
| 13. | Any other documents as per the tender document |